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8 Attorneys for Defendant  
9 MINTER FIELD AIRPORT DISTRICT

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

13 In Re:

Case No. 2:19-bk-10187-VZ

14 Christian Gadbois,

Chapter 13

15 Debtor

Adv. No. 2:21-ap-01158-VZ

16 Christian Gadbois,

**AMENDED ANSWER TO COMPLAINT  
FOR VIOLATION OF AUTOMATIC  
STAY AND RECOVERY OF PROPERTY  
OF ESTATE**

17 Plaintiff

18 v.

[NO HEARING REQUIRED]

19 Minter Field Airport District, a special district  
formed under the California Airport District  
Act; and Does 1-5, Inclusive

20 Defendants

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1 Defendant Minter Field Airport District (“Defendant”) hereby makes this amended  
2 answer to the “Complaint for Violation of Automatic Stay; Recovery of Property of Estate,” filed  
3 July 21, 2021 (“Complaint”). Pursuant to Federal Rule of Civil Procedure 8(b)(3), Defendant  
4 denies each and every allegation contained in the Complaint except those expressly admitted  
5 below and denies that Plaintiff is entitled to any relief.

## **ADMISSIONS AND DENIALS**

7       1. As to paragraph 1 of the Complaint, Defendant lacks knowledge or information  
8 sufficient to form a belief about the truth of the allegations in this paragraph.

9           2. As to paragraph 2 of the Complaint, Defendant admits the allegations in this  
10 paragraph.

11       3.     As to paragraph 3 of the Complaint, Defendant lacks knowledge or information  
12 sufficient to form a belief about the truth of the allegations in this paragraph.

13           4. As to paragraph 4 of the Complaint, Defendant denies the allegations in this  
14 paragraph.

15       5.      As to paragraph 5 of the Complaint, this paragraph contains legal contentions that  
16 do not require a response. To the extent a response is required, Defendant denies those  
17 contentions.

18       6.      As to paragraph 6 of the Complaint, this paragraph contains legal contentions that  
19 do not require a response. To the extent a response is required, Defendant denies those  
20 contentions.

21        7.        As to paragraph 7 of the Complaint, Defendant hereby repeats, realleges, and  
22 incorporates by reference the preceding paragraphs of this Answer.

23        8.        As to paragraph 8 of the Complaint, Defendant lacks knowledge or information  
24 sufficient to form a belief about the truth of the allegations in this paragraph.

25        9.        As to paragraph 9 of the Complaint, Defendant admits that on March 1, 2018 it  
26 entered a lease with SRT Helicopter for the premises located at 5215 Minter Field Avenue, Kern  
27 County, California. Defendant denies that said lease was made with Mr. Gadbois as an individual  
28 and denies that "SRT Helicopter" was at any time a "dba" for Mr. Gadbois.

1       10. As to paragraph 10 of the Complaint, Defendant denies the allegations of the  
2 Complaint because it denies that Mr. Gadbois, as an individual, was a party to the lease.

3       11. As to paragraph 11 of the Complaint, Defendant admits that it filed Kern County  
4 Superior Court Case BCL-20-015015 on December 7, 2020. Defendant denies that this filing was  
5 “in an attempt to subvert Gadbois’ bankruptcy stay” and denies that Mr. Gadbois was the “proper  
6 party” or had a “dba.”

7       12. As to paragraph 12 of the Complaint, Defendant admits the allegations in this  
8 paragraph.

9       13. As to paragraph 13 of the Complaint, Defendant admits the allegations in this  
10 paragraph except that it denies SRT Helicopters, LLC was “not a party to the Lease.”

11       14. As to paragraph 14 of the Complaint, this paragraph contains legal contentions  
12 that do not require a response. To the extent a response is required, Defendant denies those  
13 contentions.

14       15. As to paragraph 15 of the Complaint, the Complaint in Kern County Superior  
15 Court Case BCL-20-015272 speaks for itself, and Defendant admits only that Exhibit D to the  
16 Complaint appears to be a copy of the Summons and Complaint in that action.

17       16. As to paragraph 16 of the Complaint, Defendant admits the allegations in this  
18 paragraph.

19       17. As to paragraph 17 of the Complaint, Defendant admits that it received and cashed  
20 the check, which it credited against the back rent owed on the lease, which had been terminated.

21       18. As to paragraph 18 of the Complaint, Defendant admits that it has denied Mr.  
22 Gadbois access to the premises since the Kern County Sheriff performed a lockout pursuant to  
23 the Writ of Possession in Kern County Superior Court Case BCL-20-015015 on March 24, 2021.

24       19. As to paragraph 19 of the Complaint, Defendant denies the allegations in this  
25 paragraph.

26       20. As to paragraph 20 of the Complaint, Defendant lacks knowledge or information  
27 sufficient to form a belief about the truth of the allegations in this paragraph.

28       21. As to paragraph 21 of the Complaint, Defendant hereby repeats, realleges, and

1 incorporates by reference the preceding paragraphs of this Answer.

2       22. As to paragraph 22 of the Complaint, Defendant denies the allegations in this  
3 paragraph.

4       23. As to paragraph 23 of the Complaint, Defendant denies the allegations in this  
5 paragraph. This paragraph also contains legal contentions that do not require a response. To the  
6 extent a response is required, Defendant denies those contentions.

7       24. As to paragraph 24 of the Complaint, Defendant denies the allegations in this  
8 paragraph.

9       25. As to paragraph 25 of the Complaint, Defendant lacks knowledge or information  
10 sufficient to form a belief about the truth of the allegations in this paragraph.

11       26. As to paragraph 26 of the Complaint, Defendant lacks knowledge or information  
12 sufficient to form a belief about the truth of the allegations in this paragraph.

13       27. As to paragraph 27 of the Complaint, Defendant denies the allegations in this  
14 paragraph. This paragraph also contains legal contentions that do not require a response. To the  
15 extent a response is required, Defendant denies those contentions.

16       28. As to paragraph 28 of the Complaint, Defendant hereby repeats, realleges, and  
17 incorporates by reference the preceding paragraphs of this Answer.

18       29. As to paragraph 29 of the Complaint, this paragraph contains legal contentions  
19 that do not require a response. To the extent a response is required, Defendant denies those  
20 contentions.

21       30. As to paragraph 30 of the Complaint, Defendant denies the allegations in this  
22 paragraph.

23       31. As to paragraph 31 of the Complaint, Defendant denies the allegations in this  
24 paragraph. This paragraph also contains legal contentions that do not require a response. To the  
25 extent a response is required, Defendant denies those contentions.

26       32. As to paragraph 32 of the Complaint, Defendant denies the allegations in this  
27 paragraph. This paragraph also contains legal contentions that do not require a response. To the  
28 extent a response is required, Defendant denies those contentions.

1       33. The remainder of the Complaint constitutes Plaintiff's prayer for relief to which  
2 no response is required. Insofar as a response is required, Defendant denies that Plaintiff is  
3 entitled to any relief whatsoever. Defendant denies any and all allegations in the Complaint,  
4 whether express or implied, not otherwise specifically admitted herein.

## **AFFIRMATIVE DEFENSES**

6 34. Defendant alleges the following as separate, affirmative defenses.

# First Affirmative Defense

## **(Failure to State a Claim)**

9       35. The Complaint, and each “claim for relief” alleged therein, fails to state a claim  
10 upon which relief can be granted.

## **Second Affirmative Defense**

## **(Bona Fide Purchaser)**

13       36. The Complaint seeks to reinstate a lease for premises that have subsequently been  
14 leased to another tenant. Defendant has entered into a binding lease with another tenant which  
15 now has possession of the premises. The tenant has relied in good faith on its lease, and  
16 reinstatement of the terminated lease would improperly prejudice those third-party rights.

## Third Affirmative Defense

### **(Issue Preclusion)**

19       37. The Complaint, in whole or in part, is barred by the doctrines of claim and issue  
20 preclusion. Specifically, the judgment in Kern County Superior Court Case BCL-20-015015 is  
21 preclusive on the issue of Defendant's right to possession of the premises.

## **Reservation of Right**

23       38. Defendant has insufficient knowledge or information on which to form a belief as  
24 to whether Defendant has any additional, as yet unstated, defenses available. Defendant reserves  
25 the right to assert additional defenses in the event further proceedings indicate it would be  
26 appropriate.

## **PRAYER FOR RELIEF**

**28** | 39. Defendants respectfully pray for judgment as follows:

- 1           a. That Plaintiff take nothing by his Complaint,  
2           b. That Defendant be awarded its costs of suit, and  
3           c. That Defendant be awarded such further relief as the Court deems just and  
4           proper.

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6 Dated: December 2, 2021

THE LAW OFFICES OF YOUNG WOOLDRIDGE, LLP

7           By: \_\_\_\_\_  
8           BRETT A. STROUD  
9           *Brett A. Stroud*  
10           Attorneys for Defendant Minter Field Airport  
11           District

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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
1800 30th Street, Fourth Floor, Bakersfield, CA 93301

A true and correct copy of the foregoing document entitled (*specify*): AMENDED ANSWER TO COMPLAINT FOR  
VIOLATION OF AUTOMATIC STAY AND RECOVERY OF PROPERTY OF ESTATE

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 12/02/2021, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Michael Chekian (Attorney for Christian Gadbois): mike@cheklaw.com  
Nancy K Curry (Chapter 13 Trustee): trustee12la@aol.com  
United States Trustee (LA): ustpregion16.la.ecf@usdoj.gov

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (date) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

12/02/2021 Brett A. Stroud  
Date Printed Name

/s/ Brett A. Stroud  
Signature